

SCHEDULE 1

Consulting Agreement



November 3, 2024

VIA EMAIL

American Freight, LLC
109 Innovation Court, Suite J
Delaware, OH 43015
Attn: Andrew Kaminsky

Re: **Letter Agreement Governing Inventory Disposition**

Dear Mr. Kaminsky:

By executing below, subject to section R hereof, this letter shall serve as an agreement (this “Agreement”) between Hilco Merchant Resources, LLC, on the one hand (“Consultant” or a “Party”), and American Freight FFO, LLC, Franchise Group Newco Intermediate AF, LLC, and each of Franchise Group Newco Intermediate AF, LLC’s subsidiaries on the other hand (collectively, “Merchant” or a “Party” and together with the Consultant, the “Parties”), under which Consultant shall act as the exclusive consultant for the purpose of conducting a sale of certain Merchandise (as defined below) at (i) the Merchant’s stores and distribution centers as set forth on Exhibits A and C hereto, respectively, and (ii) any other stores or facilities designated for disposition by Merchant from the date of this Agreement (each a “Store” and collectively, the “Stores”) through a “Store Closing”, “Going Out of Business”, “Everything Must Go”, “Everything on Sale” or similar themed sale (the “Sale”).

A. Merchandise

For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores or in the Distribution Centers (as defined below) on the Sale Commencement Date (as defined below) or received in the Stores during the Sale Term. “Merchandise” does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, “FF&E”); (3) damaged or defective merchandise that cannot be sold; or (4) revenue generated from the sale of services such as, but not limited to, warranty protection, home delivery and financing rebates, and profit share fees. For the avoidance of doubt, “Merchandise” includes scratch and dent appliances and floor model furniture.

B. Sale Term

For each Store, the Sale shall commence on November 4, 2024 (the “Sale Commencement Date”) and conclude no later than December 29, 2024 (the “Sale Termination Date”); provided, however, that the Parties may mutually agree in writing to extend or terminate the Sale at any one or more Stores on a Store-by-Store basis prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the “Sale Term.” At the conclusion of the Sale, Consultant shall surrender the premises for each Store to Merchant in broom clean condition and in accordance with the lease requirements for such premises; provided, however, that Merchant shall bear all costs and expenses associated with surrendering the premises

in accordance with the lease requirements for such premises according to a budget mutually agreed to between the Consultant and Merchant. At the conclusion of the Sale at each Store, Consultant shall photographically document the condition of each such Store and provide such photographs to Merchant within three (3) business days thereof. Photographs shall reference with specificity each Store by number, name, and location.

C. Project Management

(i) Consultant's Undertakings

During the Sale Term, Consultant shall, in collaboration with Merchant, (a) provide qualified supervisors (the "Supervisors") engaged by Consultant to help oversee the management of the Stores and Distribution Centers; (b) recommend appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) recommend appropriate discounts of Merchandise, staffing levels for the Stores, and appropriate bonus and incentive programs, if any, for the Stores' employees, all of which shall be approved in advance by Merchant; (d) help oversee display of Merchandise for the Stores and Distribution Centers; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant, including in accordance with the provisions of any confidentiality agreement signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) assist Merchant with determining the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale, including working with Merchant to obtain each in a timely and orderly fashion and preparing or causing to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant and shall be in addition to the costs and expenses set forth on the Expense Budget; (i) at Merchant's sole discretion, implement Consultant's affiliate CareerFlex program for Merchant's Store level and other employees; (j) meet with Merchant, on a weekly or as needed basis, to review sales, sales reporting, and expenses in an effort to minimize expenses and maximize overall net recovery of the Sale; and (k) provide such other related services deemed necessary or appropriate by Merchant and Consultant.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Consultant's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

(ii) Merchant's Undertakings

During the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Consultant and the Supervisors; (f) execute all agreements determined by the Merchant and Consultant to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores and any computer servers necessary to operate the Sale; (h) apply for and obtain, with Consultant's

assistance and support, all applicable permits and authorizations (subject to any Approval Order (as defined below), including landlord approvals and consents) for the Sale; (i) at Merchant's sole discretion, assist Consultant with implementing the CareerFlex program for Merchant's Store level and other employees; (j) use commercially reasonable efforts to transfer all Merchandise from the Distribution Centers to the Stores during the Sale Term; and (k) ensure that Consultant has quiet use and enjoyment of the Stores during the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to Consultant.

The Parties expressly acknowledge and agree that Consultant shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Consultant.

Merchant or its auditors shall have the right, upon reasonable written notice to Consultant (with email being sufficient), to inspect, at reasonable times and locations, such documentation, records, and equipment that reasonably relate to the services provided for under this Agreement for purposes of ensuring performance of Consultant's obligations under this Agreement.

D. The Sale

All sales of Merchandise shall be made on behalf of Merchant. Consultant does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, or credit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant or, as applicable, as ordered by the Bankruptcy Court (as defined below).

E. Consultant Fee and Expenses in Connection with the Sale

In consideration of its services under this Agreement, Consultant shall earn a base fee equal to two percent (2.0%) of the Gross Proceeds of Merchandise sold at the Stores and the Distribution Centers. For purposes of this Agreement, "Gross Proceeds" means gross receipts calculated using the "gross rings" method, net of applicable sales taxes; provided, however, that it is expressly understood and agreed that Gross Proceeds shall not include proceeds of sales made prior to the Sale Commencement Date or after the Sale Termination Date.

In addition to the base fee, and not in lieu of the base fee, the Consultant shall be entitled to, from Gross Proceeds, an additional fee based upon the Gross Recovery Percentages achieved as set forth in the following table (the "Additional Incentive Compensation"). The Additional Incentive Compensation shall be equal to the aggregate sum of the percentages set forth in the "Additional Incentive Compensation" column of the table (e.g., calculated back to first dollar) for the corresponding Gross Recovery Percentage achieved. It is understood and agreed that no Additional Incentive Compensation shall be earned or payable where the Gross Recovery Percentage is less than 114.0%:

<u>Gross Recovery Percentage</u>	<u>Additional Incentive Compensation</u>
Between 114.0% and 115.50%	An additional 0.25% of Gross Proceeds (total fee equal to 2.25% of Gross Proceeds)
Above 115.50%	An additional 0.25% of Gross Proceeds (total fee equal to 2.50% of Gross Proceeds)

For purposes of the Additional Incentive Compensation:

“Cost Value” with respect to each item of Merchandise sold shall mean the lower of (i) the lowest per unit vendor cost in the File or the Merchant’s books and records, maintained in the ordinary course consistent with historic practices; or (ii) the Retail Price.

“File” shall mean those spreadsheets provided by Merchant and labeled “10.05.24 Inventory by SKU & Location & Bucket.xlsx.”

“Gross Recovery Percentage” shall mean the Gross Proceeds divided by the sum of the aggregate Cost Value of all of the Merchandise.

“Retail Price” shall mean with respect to each item of Merchandise sold, the retail price reflected at the register for such item, excluding the discount granted in connection with such sale.

Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store-level operating expenses, all costs and expenses related to Merchant’s other retail store operations, Merchant’s costs for operating the Distribution Centers, and Consultant’s other reasonable and documented out of pocket expenses. To control expenses of the Sale, Merchant and Consultant have established an appropriate budget (the “Expense Budget”) of certain delineated expenses, including (without limitation) payment of the costs of supervision (including (without limitation) Supervisors’ wages, fees, travel, and deferred compensation) and advertising costs (including signage and the shipping, freight, and sales tax related thereto where applicable). The Expense Budget for the Sale is attached hereto as Exhibit B. The Expense Budget may only be modified by mutual agreement of Consultant and Merchant. The costs of supervision set forth on Exhibit B include, among other things, industry-standard deferred compensation.

All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Consultant) shall be reconciled on every Wednesday for the prior week. All fees, reasonable expenses, or other reasonable amounts reimbursable or payable to Consultant shall be paid, in accordance with the approved Expense Budget, within seven (7) days after each such weekly reconciliation, upon Merchant’s receipt and review of a reasonably detailed invoice. The Parties shall complete a final reconciliation and settlement of all amounts payable to Consultant and contemplated by this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store.

Upon execution of this Agreement, the Merchant shall pay by wire transfer to the Consultant an advance payment of costs and expenses delineated in the Expense Budget of \$3,300,000 (the “Expense Advance”). The Expense Advance shall be held by Consultant and applied towards

Expense Budget items as incurred. Any portion of the Expense Advance not so used shall be returned to Merchant within three days following the final reconciliation.

F. Indemnification

(i) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Consultant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, principals, affiliates, and Supervisors (collectively, "Consultant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Consultant Indemnified Parties) against Consultant or a Consultant Indemnified Party, except claims arising from Consultant's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Consultant's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

(ii) Consultant's Indemnification

Consultant shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, principals, and affiliates (other than the Consultant or the Consultant Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or negligent acts or omissions of Consultant or the Consultant Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Consultant; (c) any liability or other claims made by Consultant's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Consultant's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Consultant or any of the Consultant Indemnified Parties and (e) any claims made by any party engaged by Consultant as an employee, agent, representative or independent contractor arising out of such engagement.

G. Insurance

(i) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, on such terms and conditions as are consistent with Merchant's ordinary course operations, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability

insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Consultant to be named an additional insured with respect to all such policies. At Consultant's request, Merchant shall provide Consultant with a certificate or certificates evidencing the insurance coverage required hereunder and that Consultant is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(ii) Consultant's Insurance Obligations

Consultant shall maintain, throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Consultant's provision of services at the Stores. Consultant shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Consultant shall maintain throughout the Sale Term, workers compensation insurance compliance with all statutory requirements. Further, should Consultant employ or engage third parties to perform any of Consultant's undertakings with regard to this Agreement, Consultant will ensure that such third parties are covered by Consultant's insurance or maintain all of the same insurance as Consultant is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

H. Representations, Warranties, Covenants and Agreements

(i) Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with customary Merchant's practices, and (e) the Stores will be operated in the ordinary course of business in all respects, other than those expressly agreed to by Merchant and Consultant.

(ii) Consultant warrants, represents, covenants and agrees that (a) Consultant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform the Consultant's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Consultant and this Agreement constitutes a valid and binding obligation of Consultant enforceable against Consultant in accordance with its terms and conditions, and the

consent of no other entity or person is required for Consultant to fully perform all of its obligations herein, (c) Consultant shall comply with and act in accordance with any and all applicable state and local laws, rules, and regulations, and other legal obligations of all governmental authorities, (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent, and (e) Consultant will not take any disciplinary action against any employee of Merchant.

I. Furniture, Fixtures and Equipment

Consultant shall sell the FF&E in the Stores from the Stores themselves. Merchant shall be responsible for all reasonable and documented costs and expenses incurred by Consultant in connection with the sale of FF&E, which costs and expenses shall be incurred pursuant to a budget or budgets to be established from time to time by mutual agreement of the Parties. Consultant shall have the right to abandon at the Stores any unsold FF&E. Consultant shall also sell the FF&E located in the Merchant's distribution centers identified on Exhibit C hereto (the "Distribution Centers").

In consideration for providing the services set forth in this section I, Consultant shall be entitled to a commission from the sale of the FF&E equal to fifteen percent (15.0%) of the Gross Proceeds of the sale of the FF&E.

Consultant shall remit to Merchant all Gross Proceeds from the sale of FF&E. During each weekly reconciliation described in section E above, Consultant's FF&E fee shall be calculated, and Consultant's calculated FF&E fee, along with any reasonable FF&E costs and expenses then incurred, shall be paid within seven (7) days after each such weekly reconciliation, upon Merchant's receipt and review of a reasonably detailed invoice by the Merchant in accordance with the terms of this Agreement.

J. Termination

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Consultant's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured ten (10) days after receipt of written notice thereof to the defaulting Party; provided, that if either Party's performance of any such obligations is prevented by reason of any cause(s) beyond such Party's reasonable control, such shall not constitute a Termination Event, unless such failure to perform cannot be remedied within the Sale Term;
- (b) Any representation or warranty made by Merchant or Consultant is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or
- (c) the Sale is terminated or materially interrupted or impaired for any reason other than
 - (i) an event of default by Consultant or Merchant, or
 - (ii) any cause(s) beyond the Parties' reasonable control.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing fourteen (14) business days' written notice

thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Consultant all amounts due under this Agreement through and including the termination date.

K. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: at the address listed above; with copy to Willkie Farr & Gallagher LLP, 787 Seventh Avenue New York, New York 10019, Attn: Debra M. Sinclair, Esq., at dsinclair@willkie.com, Betsy L. Feldman, Esq., at bfeldman@willkie.com, and Joseph R. Brandt, Esq., at jbrandt@willkie.com; (b) To Consultant: c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847- 849-0859, Attn: T. Kellan Grant; or (c) such other address as may be designated in writing by Merchant or Consultant.

L. Independent Consultant

Consultant's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Consultant or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Consultant is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

M. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party; provided, however, that Consultant may syndicate this transaction to one or more of the national liquidation firms upon prior written notice thereof to Merchant. In the event of such syndication, Consultant shall remain responsible for all obligations under this Agreement and the fees, expenses, or other amounts owed to Consultant under this Agreement shall not increase on account of the syndication. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

N. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

O. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflicts of laws provisions therein) and, as applicable, the Bankruptcy Code (as defined below). Merchant and Consultant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Consultant against Merchant or Merchant against Consultant on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Consultant, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

In the event of Merchant's filing under chapter 11 of the Bankruptcy Code, any legal action, suit, or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant (the "Bankruptcy Court"), and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or *forum non conveniens*.

P. Entire Agreement

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

Q. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

R. Bankruptcy

In the event of Merchant's filing under chapter 11 of the Bankruptcy Code, the effectiveness of this Agreement is subject to and contingent upon the entry of an order of the Bankruptcy Court, in form and substance reasonably acceptable to Consultant, authorizing the Merchant's entry into and approval of this Agreement (the "Approval Order"). As soon as reasonably practicable after the filing, Merchant shall prepare and file a motion seeking entry of the Approval Order (the "Motion"). Prior to filing the Motion, the Merchant shall share the Motion, proposed Approval Order and all related documents with Consultant. The Merchant shall use the Merchant's best efforts to ensure that the Approval Order shall specifically provide, among other things: (i) the approval of the payment of all

fees and reimbursement of expenses hereunder to Consultant without further order of the Bankruptcy Court and free and clear of all liens, claims and encumbrances; (ii) that all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this Agreement; (iii) that the payment of all fees and reimbursement of expenses to Consultant related to such Approval Order shall be included in any approved debtor-in-possession, cash collateral, or other post-petition financing budget as a condition to the assumption of this Agreement, but shall be payable pursuant to the Approval Order on a timely basis as an administrative expense regardless of their inclusion in such budgets; (iv) authorization to conduct the Sale without the necessity of complying with applicable state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise restrict the implementation of the Sale; (v) authorization to conduct the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) authorization to conduct the sale of Additional Consultant Goods in accordance with the terms and conditions of this Agreement; and (vii) authorization to take all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement.

S. Additional Consultant Goods

- (i) Exercisable in its reasonable discretion, Consultant shall have the right to supplement the Merchandise in the Sale with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale (“Additional Consultant Goods”). The purchase of any Additional Consultant Goods shall be made by Consultant at Consultant’s sole expense. Sales of Additional Consultant Goods shall otherwise be made in conjunction with the Sale, and Additional Consultant Goods shall be run through Merchant’s cash register systems, so long as Consultant has marked the Additional Consultant Goods using either a “dummy” SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise. Consultant and Merchant shall also cooperate to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchandise. Additionally, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale.
- (ii) Consultant shall pay to the Merchant an amount equal to five percent (5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods completed during the Sale Term and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant and the Merchant intend that the transactions relating to the Additional Consultant Goods are, and shall be construed as, a true consignment from Consultant to the Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant’s obligations to pay to the Merchant the Additional Consultant Goods fee described in this Agreement, at all times and for all purposes the Additional Consultant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. At Consultant’s sole cost and expense, the Merchant shall insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard to same with the Merchant’s insurers. Consultant shall be responsible for payment of any

deductible under any such insurance in the event of any casualty affecting the Additional Consultant Goods.

- (iii) The Merchant acknowledges that the Additional Consultant Goods shall be consigned to the Merchant as a true consignment under Article 9 of the Code. The Approval Order shall contain provisions reasonable acceptable to Consultant governing the treatment and sale of Additional Consultant Goods.

* * *

If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity—we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

Kellan Grant

By: T. Kellan Grant
Its: EVP Commercial Counsel

**AGREED AND ACCEPTED as of the 3rd day
of November, 2024**

AMERICAN FREIGHT FFO, LLC, FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC,
AND EACH OF FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC'S SUBSIDIARIES

By: Andrew Kaminsky
Its: Authorized Signatory

If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity—we look forward to working with you.

Very truly yours,

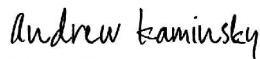
HILCO MERCHANT RESOURCES, LLC

By: T. Kellan Grant
Its: EVP Commercial Counsel

**AGREED AND ACCEPTED as of the 3rd day
of November, 2024**

AMERICAN FREIGHT FFO, LLC, FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC,
AND EACH OF FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC'S SUBSIDIARIES

DocuSigned by:


Andrew Kaminsky

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By: Andrew Kaminsky
Its: Authorized Signatory

EXHIBIT A

Stores

American Freight
Exhibit A

Store List

Count	Loc #	Concept/Banner	Name	Address	Address2	City	State	Zip	Territory	District	Gross Sq. Ft.
1	1	AFF	Lima OH	3650 Fort Shawnee Industrial Dr.		Lima	OH	45805	Northeast	Delaware	29,653
2	2	AFF	Evansville IN	2800 Lynch Ave		Evansville	IN	47711	Central	Louisville	32,000
3	3	AFF	Lexington OH	2770 Lexington Ave.		Lexington	OH	44904	Northeast	Pama	22,800
4	4	AFF	Mishawaka IN	1227 E. McKinley Ave.		Mishawaka	IN	46545	Central	Indianapolis	31,000
5	5	AFF	Terre Haute IN	1800 Fort Harrison Rd Ste 4		Terre Haute	IN	47804	Southeast	Peoria	20,858
6	6	AFF	Ocala FL	Store Location 1010 S.W. 17th Street		Ocala	FL	34471	Southeast	Orlando	40,000
7	7	AFF	Louisville KY	1920 Watterson Trail		Louisville	KY	40299	Central	Florence	38,480
8	8	AFF	Massillon OH	4345 Lincoln Way East		Massillon	OH	44646	Northeast	Pama	40,000
9	9	AFF	Cincinnati - Muhlhauser Rd	4782 Muhlhauser Rd		West Chester	OH	45011	Northeast	Cincinnati	56,250
10	10	AFF	East Columbus OH	5055 E. Main Street		Columbus	OH	43213	Northeast	Delaware	39,100
11	11	AFF	Buffalo NY	778 Niagara Falls Blvd.		North Tonawanda	NY	14120	Northeast	Buffalo	30,000
12	12	AFF	Lexington KY	272 W. New Circle Rd		Lexington	KY	40506	Central	Florence	31,000
13	13	AFF	Tallahassee FL	3170 W. Tharpe St.		Tallahassee	FL	32303	Southeast	Orlando	32,000
14	14	AFF	North Columbus OH	900 Morse Rd.		Columbus	OH	43229	Northeast	Delaware	35,460
15	15	AFF	Akron OH	2655 S. Arlington Rd.		Akron	OH	44319	Northeast	Pama	31,193
16	16	AFF	South Orlando FL	2193 Viscount Row		Orlando	FL	32809	Southeast	Miami	27,110
17	17	AFF	Fort Lauderdale FL	6001 Powerline Rd.		Fort Lauderdale	FL	33309	Southeast	Florida	25,825
18	18	AFF	Florence KY	7102 Turpin Rd.		Florence	KY	41042	Central	Miami	21,630
19	19	AFF	Miami FL	5240 NW 167th St.		Miami	FL	33014	Southeast	Orlando	23,507
20	20	AFF	North Orlando FL	4116 N. Orange Blossom Trail		Orlando	FL	32804	Southeast	Orlando	22,614
21	21	AFF	Pittsburgh PA	503 Rodi Rd.		Pittsburgh	PA	18235	Southeast	Tampa	36,000
22	22	AFF	Tampa FL	4526 S. Dale Mabry Hwy		Tampa	FL	33611	Southeast	Indiana	17,760
23	23	AFF	Fort Wayne IN	4515 Merchant Rd		Fort Wayne	IN	46818	Central	Indianapolis	35,000
24	24	AFF	Grand Rapids MI	3125 Lake Eastbrook Blvd. S.E.		Grand Rapids	MI	48512	Northeast	Livonia	28,000
25	25	AFF	Port Orange FL	3350 S. Ridgewood Ave.		Port Orange	MI	48219	Southeast	Orlando	27,400
26	26	AFF	Chattanooga TN	6242 Perimeter Dr.		Chattanooga	TN	37421	Southeast	Nashville	42,000
27	27	AFF	Morrow GA	1230 Mt. Zion Rd.		Morrow	GA	30260	Southeast	Marrow	37,000
28	28	AFF	Livonia MI	28300 Schoolcraft Rd.		Livonia	MI	48150	Northeast	Livonia	24,000
29	29	AFF	Syracuse NY	2430 Erie Blvd. East		Syracuse	NY	13224	Northeast	Buffalo	12,000
30	30	AFF	Ann Arbor MI	4801 Washtenaw Ave.		Ann Arbor	MI	48108	Northeast	Livonia	19,550
31	31	AFF	S. Petersburg FL	4400 34th Street North		S. Petersburg	FL	33714	Southeast	Tampa	19,400
32	32	AFF	Northcross GA	6796-A Jimmy Carter Blvd.		Northcross	GA	30071	Southeast	Morrow	23,707
33	33	AFF	Winter Park FL	1544 FL-36		Winter Park	FL	32792	Southeast	Orlando	24,424
34	34	AFF	West Jacksonville FL	6024 103rd Street		West Jacksonville	FL	32210	Southeast	Jacksonville	32,000
35	35	AFF	South Indianapolis IN	5750 Kopatsky Dr.		Indianapolis	IN	46219	Central	Indianapolis	23,700
36	36	AFF	Marietta GA	1075 Cobb Parkway SE		Marietta	GA	30060	Southeast	Marrow	20,509
37	37	AFF	North Indianapolis IN	10333 Northfield Rd. Unit 110		Northfield	OH	44607	Northeast	Pama	12,000
38	38	AFF	Warren MI	8920 Corporation Dr.		Indianapolis	IN	46256	Central	Indianapolis	27,200
39	39	AFF	Gainesville FL	32800 Dequindre Rd		Warren	MI	48092	Northeast	Livonia	33,634
40	40	AFF	West Palm Beach/Riviera Beach FL	4222 NW 13th St.		Gainesville	FL	32609	Southeast	Orlando	20,785
41	41	AFF	Erie PA	5705 Kopatsky Dr.		Riverhead	FL	33407	Southeast	Orlando	20,000
42	42	AFF	Parma OH	1075 Cobb Parkway SE		Erie	PA	18605	Northeast	Buffalo	19,840
43	43	AFF	Nashville TN	3047 Brookpark Rd.		Parma	OH	44129	Northeast	Pama	22,753
44	44	AFF	Knoxville TN	3041 Owen Dr.		Antioch	TN	37013	Southeast	Nashville	29,562
45	45	AFF	Panama City FL	7371 Lovell Rd.		Knoxville	TN	37932	Southeast	Nashville	27,200
46	46	AFF	Dayton OH	2116 South Highway 77		Lynn Haven	FL	32444	Southeast	Montgomery	14,940
47	47	AFF	Mobile AL	2800 Springboro Pike		Dayton	OH	45439	Northeast	Cincinnati	39,000
48	48	AFF	South Milwaukee WI	4500 Mobile Highway		Lafayette	AL	34705	Central	Montgomery	19,754
49	49	AFF	Fort Myers FL	13080 Lake Lansing Rd.		Mobile	WI	36626	Southeast	Milwaukee	24,000
50	50	AFF	Lakeland FL	2210 Commerce Point Dr.		Pensacola	FL	33966	Southeast	Livonia	35,750
51	51	AFF	Melbourne FL	7619 Ellis Rd.		Fort Myers	FL	37013	Southeast	Tampa	22,000
52	52	AFF	Madison WI	3674 Kinsman Blvd.		Lakehead	FL	32904	Southeast	Miami	22,500
53	53	AFF	Lafayette IN	3233 Teal Rd.		Melbourne	FL	32177	Central	Milwaukee	23,554
54	54	AFF	Mobile AL	3404 Moffett Rd. Unit-B		Madison	WI	36626	Southeast	Peoria	21,340
55	55	AFF	South Milwaukee WI	3804 South 27th St.		St. Paul	WI	36221	Central	Montgomery	25,000
56	56	AFF	St. Paul MN	1475 Lake Lansing Rd.		Lansing	MI	48812	Northeast	Milwaukee	30,000
57	57	AFF	Charleston SC	711 Prior Ave N		St. Paul	MI	56104	Central	Cincinnati	25,272
58	58	AFF	Clarksville TN	6330 Maccorlie Ave.		St. Albans	WV	32177	Central	Nashville	48,000
59	59	AFF	Harrisburg PA	2231 B. Madison St.		Clarksburg	WV	37043	Southeast	Pittsburgh	27,568
60	60	AFF	Savannah GA	6305 Allentown Blvd.		Harrisburg	PA	47112	Northeast	Montgomery	33,600
61	61	AFF	Montgomery AL	15041 Abercorn St.		Savannah	GA	31419	Southeast	Montgomery	27,413
62	62	AFF	Douglasville GA	23 N. Eastern Blvd./Bypass Whrs #3		Montgomery	AL	36117	Southeast	Montgomery	30,000
63	63	AFF	Boardman OH	5834 Fairburn Rd.		Douglasville	GA	30134	Southeast	Morrow	35,000
64	64	AFF	Portage MI	6224 South Ave.		Boardman	OH	44512	Northeast	Pittsburgh	19,306
65	65	AFF	501 Mall Dr.	501 Mall Dr.		Portage	MI	48024	Central	Indianapolis	23,300
66	66	AFF	Memphis TN	7839 Highway 64		Memphis	TN	38133	Central	Little Rock	48,403

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Store List

Count	Loc #	Concept/Banner	Name	Address	Address2	City	State	Zip	Territory	District	Gross Sq. Ft.
67	81	AFF	Newport News	451A Oriana Rd	1291 E. Pershing Road	Newport News	VA	23608	Northeast	Richmond	33,472
68	82	AFF	Decatur	3250 Marrow Rd.	3250 Marrow St.	Decatur	IL	62526	Central	Peoria	20,204
69	83	AFF	Birmingham AL	Goodletsville	309 N. Main St.	Tuscaloosa	AL	36235	Southeast	Birmingham	28,000
70	85	AFF	Goodletsville	Champaign	2002 Glen Park Drive Suite B	Goodletsville	TN	37072	Central	Nashville	20,800
71	87	AFF	Augusta	1708 Wylds Rd.	1708 Wylds Rd.	Champaign	IL	61821	Central	Peoria	32,000
72	89	AFF	North Charleston SC	4750 Geer Dr. Suite C	2518 Memorial Parkway NW	Augusta	GA	30909	Southeast	N Charleston	40,550
73	90	AFF	Huntsville	2518 Memorial Parkway NW	1201 10th Street East	North Charleston	SC	28406	Southeast	N Charleston	22,159
74	91	AFF	Palmetto FL	3200 10th Street East	3200 10th Street East	Huntsville	AL	35610	Southeast	Birmingham	20,000
75	93	AFF	Burnsville	9801 Page Ave.	9801 Highway 13 West	Burnsville	FL	34221	Southeast	Tampa	25,198
76	94	AFF	St Louis MO	8550 Florida Blvd.	4201 N Old State Rd. 3	St Louis	MO	63132	Central	Milwaukee	21,326
77	97	AFF	Baton Rouge LA	516 W West Plank Rd.	330 Montgomery St.	Baton Rouge	LA	70815	Southeast	Kansas City	33,552
78	98	AFF	Altona	6339 East Virginia Beach Blvd.	330 Montgomery St.	Altona	PA	16062	Northeast	Montgomery	25,480
79	99	AFF	Albany NY	1424 Atlas Road	1424 Atlas Rd.	Norfolk	VA	23502	Northeast	Pittsburgh	33,280
80	100	AFF	Columbia	630 N. Telegraph Rd.	630 N. Telegraph Rd.	Columbia	SC	29209	Southeast	Richmond	35,000
81	101	AFF	Monroe	2502 Shorter Ave. NW	2502 Shorter Ave. NW	Monroe	MI	48162	Northeast	Charleston	30,800
83	104	AFF	Rome GA	4201 N Old State Rd. 3	4201 N Old State Rd. 3	Rome	GA	30165	Central	Livonia	27,000
84	105	AFF	Muncie IN	Shreveport LA	330 Montgomery St.	Muncie	IN	47303	Central	Birmingham	30,000
85	106	AFF	Metairie LA	76 E Fuller Rd	76 E Fuller Rd	Shreveport	LA	71107	West	Indianapolis	22,000
86	107	AFF	Metairie LA	3409 N I-10 Service Rd W.	3409 N I-10 Service Rd W.	Metairie	LA	71205	Northeast	Indianapolis	34,000
88	111	AFF	San Antonio TX	6339 Lanark Dr.	6339 Lanark Dr.	Metairie	SC	70002	Southeast	Montgomery	23,480
89	112	AFF	Hagerstown MD	17827 Virginia Ave.	17827 Virginia Ave.	San Antonio	TX	78218	West	Montgomery	43,529
90	114	AFF	Helena MT	4600 Highway 52	4600 Highway 52	Hagerstown	MD	21740	Northeast	Richmond	28,000
91	115	AFF	West Richmond VA	9131 Midlothian Turnpike	9131 Midlothian Turnpike	Helena	AL	35080	Northeast	Birmingham	43,000
92	116	AFF	Lover's Park IL	1502 E. Riverside Blvd.	1502 E. Riverside Blvd.	Richmond	VA	28236	Northeast	Richmond	28,926
93	117	AFF	Myrtle Beach SC	1049B Glenforest Rd.	1049B Glenforest Rd.	Loves Park	IL	61111	Central	Chicago	26,500
94	118	AFF	Green Bay WI	2490 Main St.	2490 Main St.	Myrtle Beach	SC	29579	Southeast	Chicago	22,037
95	119	AFF	Indianapolis West IN	5615 38th St. Unit A	5615 38th St. Unit A	Green Bay	WI	54311	Central	Montgomery	24,000
96	120	AFF	Huntington	3116 US Route 60	3116 US Route 60	Indianapolis	IN	48254	Central	Milwaukee	22,247
97	121	AFF	Waco TX	1002 TX-340 Loop	1002 TX-340 Loop	Huntington	WV	25705	Northeast	Indianapolis	18,975
98	123	AFF	Roanoke VA	4436 Electric Rd.	4436 Electric Rd.	Bellmead	TX	78705	West	Cincinnati	30,000
99	124	AFF	Columbus	1627 South Lumpkin Rd.	1627 South Lumpkin Rd.	Roanoke	VA	24018	Southeast	West Dallas	35,364
100	125	AFF	Grand Prairie TX	1825 W Westpark Dr.	1825 W Westpark Dr.	Columbus	GA	31903	Southeast	Raleigh	44,000
101	126	AFF	McAllen TX	2525 Pio Nonn Ave Suite 1100	2525 Pio Nonn Ave Suite 1100	Grand Prairie	TX	75050	West	West Dallas	43,754
102	127	AFF	Dallas	2964 W. Wheatland Rd.	2964 W. Wheatland Rd.	Macon	GA	31206	Southeast	West Dallas	23,562
103	129	AFF	Stone Mountain GA	5370 U.S. Highway 78 Suite 400	5370 U.S. Highway 78 Suite 400	Dallas	TX	75237	West	West Dallas	26,040
104	130	AFF	Saginaw MI	4345 Bay Road	4345 Bay Road	Stone Mountain	GA	30087	Southeast	Marrow	29,800
105	131	AFF	Corpus Christi TX	11530 James Watt Dr.	11530 James Watt Dr.	Saginaw	MI	48603	Northeast	Livonia	31,274
106	132	AFF	Oklahoma City OK	2825 W I-240 Service Rd.	2825 W I-240 Service Rd.	Corpus Christi	TX	78415	West	Charlotte	20,640
107	134	AFF	Greenville	2600 Anderson Rd.	2600 Anderson Rd.	Oklahoma City	OK	73159	West	West Dallas	32,044
108	136	AFF	McAllen TX	1001 E. Highway 83	1001 E. Highway 83	Greenville	SC	28611	Southeast	Oklahoma City	33,382
109	138	AFF	Spartanburg	4735 East Blackstock Rd	4735 East Blackstock Rd	McAllen	TX	78501	West	Charlottesville	26,010
110	139	AFF	Cranston	1808 Plainfield Pike	1808 Plainfield Pike	Spartanburg	SC	29501	Southeast	Charlottesville	33,898
111	141	AFF	North Charleston NC	7201 Smith Comers Blvd.	7201 Smith Comers Blvd.	Cranston	RI	02921	Northeast	Charlottesville	21,126
112	142	AFF	E. Paso TX	11530 James Watt Dr.	11530 James Watt Dr.	Charlotte	NC	28269	Southeast	Charlottesville	20,045
113	143	AFF	Lubbock TX	4426 34th St. Suite B	4426 34th St. Suite B	E. Paso	TX	75936	West	Charlottesville	21,700
114	147	AFF	Port St Lucie FL	1526-A Alleghany St.	1526-A Alleghany St.	Lubbock	TX	79410	West	Charlottesville	20,500
115	149	AFF	Saint Paul MN	7121 US-1	7121 US-1	Port St Lucie	FL	28208	Southeast	Charlottesville	21,382
116	150	AFF	Albuquerque NM	1700 Eubank Blvd. NE	1700 Eubank Blvd. NE	Albuquerque	NM	34952	West	Charlottesville	21,126
117	151	AFF	Glendale AZ	4961 W. Bell Rd. Suite B-3	4961 W. Bell Rd. Suite B-3	Glendale	AZ	87112	West	Charlottesville	20,000
118	154	AFF	Mesa AZ	5568 Ayers St.	5568 Ayers St.	Mesa	AZ	85308	West	Charlottesville	25,700
119	155	AFF	Eastlake OH	3470 Vine Street Suite 200	3470 Vine Street Suite 200	Eastlake	OH	44095	Northeast	Phoenix	23,660
120	156	AFF	East Jacksonville FL	8661 Old Kings Rd. South Unit 2	8661 Old Kings Rd. South Unit 2	Jacksonville	FL	32217	Southeast	Phoenix	43,714
121	157	AFF	East Phoenix AZ	3144 E. Thomas Rd.	3144 E. Thomas Rd.	East Phoenix	FL	85016	West	Phoenix	24,450
122	158	AFF	Sanford FL	3818 S. Orlando Dr.	3818 S. Orlando Dr.	Sanford	FL	32773	West	Orlando	25,000
123	159	AFF	Topeka KS	3333 S. Kansas Ave	3333 S. Kansas Ave	Topeka	KS	66611	Central	Kansas City	21,756
124	160	AFF	Delaware	1141 S. Columbus Pike	1141 S. Columbus Pike	Delaware	OH	48305	Northeast	Kansas City	28,450
125	161	AFF	Broken Arrow OK	3201 S. Elm Place	3201 S. Elm Place	Broken Arrow	OK	74012	West	Delaware	19,054
126	163	AFF	Bryan TX	3125 S. Texas Ave #1500	3125 S. Texas Ave #1500	Bryan	TX	77082	West	Tulsa	18,487
127	164	AFF	Bowling Green KY	101 Clay St.	101 Clay St.	Bowling Green	KY	42101	Central	Houston	26,770
128	165	AFF	Columbia MO	2900 Paris Rd. Suite 200	2900 Paris Rd. Suite 200	Columbia	MO	68202	Central	Louisville	37,000
129	167	AFF	Independence MO	2210 S. St. Rt. 291 Hwy. Suite B	2210 S. St. Rt. 291 Hwy. Suite B	Independence	MO	64057	Central	Kansas City	35,200
130	172	AFF	Davenport IA	1010 E. Kimberly Rd. Suite #1	1010 E. Kimberly Rd. Suite #1	Davenport	IA	50807	Central	Peoria	35,488
131	174	AFF	Dothan GA	2131 Ross Clark Circle	2131 Ross Clark Circle	Dothan	AL	36301	Southeast	Montgomery	45,736
132	175	AFF	Decatur GA	1960 B Candler Rd	1960 B Candler Rd	Decatur	GA	30032	Southeast	Marrow	25,052

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Count	Loc #	Concept/Banner	Name	Address	Address2	City	State	Zip	Territory	District	Gross Sq. Ft.
133	176	AFF	Jackson TN	2151 N. Highland Ave.		Jackson	TN	38305	Southeast	Nashville	29,702
134	180	AFF	Wilmington NC	5128 Oleander Dr		Wilmington	NC	28403	Southeast	Raleigh	18,882
135	182	AFF	Athens GA	3190 Atlanta Hwy		Athens	GA	30606	Southeast	N Charleston	22,000
136	183	AFF	Pearland TX	3267 East Broadway St #16		Pearland	TX	77581	West	Houston	20,776
137	184	AFF	East Houston TX	11051 E East Freeway		East Houston	TX	77029	West	Houston	23,616
138	187	AFF	Texarkana TX	1801 N Robison Rd #1E		Texarkana	TX	75501	West	Tulsa	21,499
139	189	AFF	Cincinnati - Ridge Ave OH	5325 Ridge Ave		Cincinnati	OH	45213	Northeast	Cincinnati	25,489
140	190	AFF	Rochester NY	333 W. Henrietta Rd. Ste 27		Rochester	NY	14623	Northeast	Buffalo	23,440
141	192	AFF	Dublin GA	116B Hillcrest Parkway		Dublin	GA	31021	Southeast	Jacksonville	46,479
142	193	AFF	Bloomington IN	3100 W. Susan Dr.		Bloomington	IN	47404	Central	Indianapolis	31,465
143	195	AFF	Gastonia NC	14678 E. Franklin Blvd.		Gastonia	NC	28054	Southeast	Charlotte	27,210
144	196	AFF	Anderson SC	122 E. Shockley Ferry Rd.		Anderson	SC	28624	Southeast	N Charleston	19,028
145	198	AFF	Tuscaloosa AL	2300 McFarland Blvd Suite 4		Northport	AL	33476	Central	Birmingham	23,428
146	199	AFF	Chillicothe OH	110 Consumer Center Dr		Chillicothe	OH	45601	Central	Delaware	22,000
147	200	AFF	Wilkes-Barre PA	370 East End Ctr		Wilkes-Barre	PA	18702	Northeast	Buffalo	24,624
148	204	AFF	Fairhaven MA	2 Fairhaven Commons Way		Fairhaven	MA	02719	Northwest	Newington	21,422
149	205	AFF	Lawton OK	30 NW Shierden Rd		Lawton	OK	73505	West	Oklahoma City	17,121
150	206	AFF	Hickory NC	2108 US Highway 70 SE		Hickory	NC	28602	Southeast	Charlotte	17,000
151	207	AFF	Clarksville IN	511 N Little League Blvd Ste B		Clarksville	IN	47129	Central	Florence	22,736
152	209	AFF	Lancaster PA	1276 Litz Pike		Lancaster	PA	17601	Central	Pittsburgh	18,665
153	210	AFF	Fredericksburg VA	9755 Patriot Hwy		Fredericksburg	VA	22407	Northeast	Richmond	30,188
154	211	AFF	Danville VA	3316 Riverside Dr		Danville	VA	24541	Southeast	Raleigh	24,500
155	212	AFF	Elyria OH	448 Midway Blvd.		Elyria	OH	44035	Northwest	Pampa	28,000
156	213	AFF	Flint MI	5038 Miller Rd Ste 2B		Flint	MI	48507	Northwest	Livonia	18,930
157	214	AFF	Birmingham AL	2012 Veterans Memorial Dr		Birmingham	AL	35214	Central	Birmingham	17,500
158	215	AFF	Coryn GA	428 Sigman Rd NW Ste 05-106		Conyers	GA	30012	Southeast	Marrow	32,196
159	216	AFF	Aiken SC	1680 Richland Ave W		Aiken	SC	28081	Southeast	Charleston	26,238
160	217	AFF	Clay NY	4124 NYS 31		Clay	NY	13041	Northwest	Buffalo	21,775
161	218	AFF	Morganton NC	118 Fiddler's Run Blvd		Morganton	NC	28655	Southeast	Charlotte	24,500
162	219	AFF	Salem VA	1367 W. Main St.		Salem	VA	24153	Southeast	Raleigh	25,804
163	220	FFO	Jefferson AR 1 - Rogers Ave	2012 Verterans Memorial Dr		Fort Smith	AR	72903	Central	Northern Arkansas	26,620
164	221	FFO	Joplin MO	428 Sigman Rd NW Ste 05-106		Joplin	MO	64804	Central	Northern Arkansas	34,000
165	222	FFO	Aiken SC	1680 Richland Ave W		Jefferson City	MO	65109	Central	Kansas City	22,129
166	223	FFO	Clay NY	4124 NYS 31		Sedalia	MO	65301	Central	Central	25,433
167	224	FFO	Morganton NC	118 Fiddler's Run Blvd		West Plains	MO	65775	Central	Northern Arkansas	15,450
168	225	FFO	Salem VA	1367 W. Main St.		Sherwood (N Little Rock)	MO	72120	Central	Little Rock	31,050
169	226	FFO	Jefferson AR 1 - Rogers Ave	8819 Rogers Avenue S-A		Bryant	AR	72022	Central	Little Rock	25,000
170	228	FFO	Joplin MO	1400 E. 32nd Street		Little Rock	AR	72211	Central	Little Rock	30,000
171	230	FFO	Jonesboro AR	22401 Hwy 1-30		Jonesboro	AR	72401	Central	Northern Arkansas	26,750
172	231	FFO	Conway AR	2839 Race Street		Conway	AR	72032	Central	Little Rock	30,300
173	232	FFO	Batesville AR	580 Amity Rd		Batesville	AR	72501	Central	Northern Arkansas	31,320
174	233	FFO	Siloam Springs AR	1 Furniture Lane Batesville		Siloam Springs	AR	72761	West	Tulsa	23,500
175	234	FFO	Shawnee OK	3758 Hwy 412 E		Shawnee	OK	74804	West	Oklahoma City	23,500
176	235	FFO	Fort Smith AR 2 - Hwy 71	4939 N. Union Ave.		South Fort Smith	AR	72908	Central	Northern Arkansas	23,500
177	239	FFO	Warrensburg MO	8300 Hwy 71 South		Warrensburg	MO	64093	Central	Kansas City	23,634
178	240	FFO	Lawton OK 2 - Sun Blvd	133 Parsons Avenue		Lawton	OK	73505	West	Oklahoma City	23,555
179	241	FFO	Paducah KY	7420 NW Sun Blvd		Paducah	KY	42001	Central	Louisville	23,505
180	242	FFO	St. Joseph MO	3521 James Sanders Blvd		Saint Joseph	MO	64506	Central	Kansas City	23,700
181	243	FFO	Norman OK	3715 N Beal Highway		Norman	OK	73071	West	Oklahoma City	22,972
182	244	FFO	Owensboro KY	831 Sonoma Park Drive		Owensboro	KY	42303	Central	Louisville	23,500
183	245	FFO	Springfield MO	2512 Calumet Trace		Springfield	MO	65804	Central	Northern Arkansas	31,396
184	246	FFO	New Albany IN	2300 State Street		New Albany	IN	47150	Central	Florence	20,000
185	247	FFO	Madison IN	440 E. Clifty Drive		Madison	IN	47250	Central	Northern Arkansas	26,250
186	249	FFO	Elizabethtown KY	1705 N. Dixie Highway		Elizabethtown	KY	47201	Central	Little Rock	23,500
187	250	FFO	Louisville KY 4 - Preston Hwy	1705 N Dixie Highway		Louisville (South)	KY	40219	Central	Louisville	26,097
188	251	FFO	Bardstown KY	222 KY Home Square Shopping Ctr		Bardstown	KY	40004	Central	Louisville	25,000
189	252	FFO	Springfield MO	1434 E. Independence St.		Springfield	KY	40604	Central	Northern Arkansas	23,634
190	253	FFO	Frankfort KY	104 Brighton Park Blvd.		Frankfort	KY	40605	Central	Osage Beach	20,000
191	254	FFO	Osage Beach MO	6721 US Hwy 54		Horn Lake	MS	38637	Central	Horn Lake	26,250
192	257	FFO	Horn Lake MS	7288 Interstate Boulevard		Wichita Falls	TX	76308	West	Oklahoma City	20,560
193	258	AFF	Albany GA	3127 Lawrence Rd.		Albany	GA	31701	Southeast	Jacksonville	34,233
194	260	AFF	Rocky Mount NC	1980 Stone Rose Dr.		Rocky Mount	NC	27804	Southeast	Raleigh	24,000
195	261	AFF	Venice FL	545 Tamiami Trail S		Venice	FL	34265	Southeast	Tampa	23,722

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Count	Loc #	Concept/Banner	Name	Address	Address2	City	State	Zip	Territory	District	Gross Sq. Ft.
196	262	AFF	Piqua OH	987 E Ash St Ste 125		Piqua	OH	48356	Northeast	Delaware	50,000
197	264	AFF	Winchester TN	2607 Decherd Blvd		Winchester	TN	37398	Southeast	Nashville	20,563
198	265	AFF	Brooksville FL	657 S Broad St		Brooksville	FL	34601	Southeast	Charlottesville	25,000
199	266	AFF	Rock Hill SC	808 Abright Road		Rock Hill	SC	28730	Southeast	West Dallas	31,500
200	267	AFF	San Angelo, TX	3315 Sherwood Way, Ste 149		San Angelo	TX	76904	West	Oklahoma City	19,177
201	268	AFF	Artemore OK	340 N Commerce St		Artemore	OK	73401	West	Peoria	25,000
202	269	AFF	Peoria IL	5212 N Big Hollow Road		Peoria	IL	61615	Central	Montgomery	24,124
203	271	AFF	Denham Springs LA	10076 Crossing Way, Ste 530		Denham Springs	LA	70726	Southeast	Charlotte	55,939
204	272	AFF	China Grove NC	106 S US 29 Hwy		China Grove	NC	28023	Southeast	Livonia	30,280
205	273	AFF	Muskegon MI	1750 E Sherman Blvd		Muskegon	MI	48444	Northwest	Pittsburgh	34,000
206	274	AFF	Johnstown PA	820 Scalp Ave		Johnstown	PA	15904	Northwest	Little Rock	22,700
207	275	AFF	Memphis TN	7000 Winchester Rd		Memphis	TN	38125	Central	Little Rock	30,000
208	277	AFF	Battle Creek MI	30 Columbia Ave E, Ste H		Battle Creek	MI	49015	Central	Livonia	26,982
209	279	AFF	Lynchburg VA	3700 Canders Mountain Rd, Ste 67		Lynchburg	VA	24502	Northwest	Richmond	25,467
210	280	AFF	Prattville AL	1800 E Main St		Prattville	AL	36066	Southeast	Montgomery	24,958
211	281	AFF	Agawam MA	890 Suffield St		Agawam	MA	01001	Northwest	Montgomery	34,500
212	285	AFF	Butler PA	100 Pullman Sq		Butler	PA	16001	Northwest	Pittsburgh	41,765
213	287	AFF	Horseheads NY	1020 Center Street, Ste 1A		Horseheads	NY	14845	Northwest	Buffalo	24,000
214	288	AFF	Hoeksew NH	1328 Hooksett Rd, Ste 13B		Hoeksett	NH	03106	Northwest	Newington	22,230
215	289	AFF	Wadsworth OH	180 Great Oaks Trail, Ste B		Wadsworth	OH	44281	Northwest	Pittsburgh	20,276
216	290	AFF	Niles OH	5185 Youngstown Warren Rd, Unit 5		Niles	OH	44446	Northwest	Charlottesville	25,326
217	291	AFF	Kingsport TN	1189 N Eastman Rd		Kingsport	TN	37664	Southwest	Peoria	22,741
218	293	AFF	Waterloo IA	2060 Sovia Dr, Ste #112		Waterloo	IA	50702	Central	Colorado	18,120
219	294	AFF	Centennial CO	9667 E County Line Rd		Centennial	CO	80112	West	Colorado	25,003
220	295	AFF	Colorado Springs CO	1680 Biltmore Blvd, Ste 100		Colorado Springs	CO	80920	West	Colorado	44,763
221	296	AFF	Westminster CO	9180 Wadsworth Pkwy		Westminster	CO	80021	West	Colorado	35,000
222	297	AFF	Parkersburg WV	270 Park Center Dr		Parkersburg	WV	26101	Northwest	Delaware	28,000
223	298	AFF	Port Arthur TX	3100 Highway 365, Ste #114		Port Arthur	TX	77642	West	Houston	23,000
224	299	AFF	Medford OR	1600 N Riverside Ave, Unit 1094		Medford	OR	97501	West	Seattle	29,863
225	300	AFF	Layton UT	2159 Harris Blvd, Ste 1		Layton	UT	84041	West	Colorado	25,000
226	301	AFF	Ogden UT	4113 Riverdale Rd		Ogden	UT	84405	West	Colorado	23,046
227	302	AFF	Pueblo CO	5737 N Elizabeth St		Pueblo	CO	81008	West	Colorado	23,230
228	303	AFF	Sherman TX	2222 Texoma Pkwy, Ste 200		Sherman	TX	75090	West	Tulsa	25,200
229	310	AFF	McAllen TX			McAllen	TX	78053	West	Orlando	0
230	1916	AFO	Kansas City MO	700 E Expy 83 Suite 200		Kansas City	MO	64120	Central	Kansas City	30,869
231	4011	AFO	Daytona Beach, FL	3632 Front St.		Daytona Beach	FL	32114	Southeast	Orlando	22,520
232	4015	AFO	Amarillo, TX	1415 S. Nova Rd		Amarillo	TX	79121	West	Indiana City	30,721
233	4025	AFO	Portage MI	7302 SW 34th Ave		Portage	MI	48024	Central	Indianapolis	38,925
234	4032	AFO	Palm Dale, CA	6656 Mall Dr.		Palm Dale	CA	93551	West	San Diego	36,459
235	4038	AFO	Pensacola, FL	3202 West Rancho Vista Blvd		Pensacola	FL	32504	Southeast	Montgomery	45,800
236	4058	AFO	Webster, TX	6235 N Davis Hwy		Webster	TX	77598	West	Houston	23,700
237	4068	AFO	Lansing, MI	20750 Gulf Freeway		Lansing	MI	48917	Northwest	Livonia	32,449
238	4073	AFO	Holland OH	810 S. Waverly Rd		Holland	OH	43528	Northwest	Seattle	27,878
239	4076	AFO	Tacoma WA	6645 Airport Hwy		Tacoma	WA	98406	West	Tampa	29,880
240	4119	AFO	Cleanwater FL	6th Avenue Plaza		Cleanwater	FL	33760	Southeast	Tampa	43,200
241	4185	AFO	Sarasota, FL	5251 110th Ave. N		Sarasota	FL	34243	West	Tampa	14,782
242	4192	AFO	Tulsa, OK	8333 Lockwood Ridge Rd.		Tulsa	OK	74136	West	Tulsa	25,000
243	4221	AFO	Fayetteville, NC	1240 Ireland Dr.		Fayetteville	NC	28304	Southeast	Raleigh	35,310
244	4268	AFO	Wauwatosa WI	2805 SW 28th St		Wauwatosa	WI	53222	Central	Oklahoma City	21,285
245	4307	AFO	Newington, CT	65 Holmes Rd.		Newington	CT	73119	West	Phoenix	29,900
246	4324	AFO	Bridgeville, PA	1051 Washington Pike		Bridgeville	PA	06111	Northwest	Richmond	46,114
247	4333	AFO	Orlando FL	4308 E Colonial Dr.		Orlando	FL	15017	Northwest	Pittsburgh	33,008
248	4345	AFO	West Palm Beach, FL	2031 Okeechobee Blvd.		West Palm Beach	FL	32803	Southeast	Orlando	36,500
249	4526	AFO	Tampa, FL	3203 N Mayfair Rd		Tampa	FL	33409	Southeast	Orlando	27,118
250	4583	AFO	Tempe, AZ	5000 Arizona Mills Circle		Tempe	AZ	63282	Central	Miami	26,016
251	4598	AFO	Prince William, VA	2700 Polomac Mills Circle		Prince William	VA	08043	Northwest	Milwaukee	21,830
252	4599	AFO	Voorhees, NJ	322 S. Burnt Mill Rd.		Voorhees	NJ	60561	Northwest	Chicago	21,830
253	4601	AFO	Darien, IL	7415 South Cass Avenue		Darien	IL	55433	Central	Carrollton	28,567
254	4606	AFO	Coon Rapids, MN	141 85th Avenue NW		Coon Rapids	MN	75006	West	Rancho Cordova	31,161
255	4611	AFO	Carrollton, TX	1215 Marsh Lane		Carrollton	TX	96670	West	Seattle	25,818
256	4617	AFO	Rancho Cordova, CA	10375 Folsom Blvd.		Rancho Cordova	CA				

American Freight
Exhibit A

Store List

Count	Loc #	Concept/Banner	Name	Address	Address2	City	State	Zip	Territory	District	Gross Sq. Ft.
258	4619	AFO	Fenton, MO	639 Gravois Buff Blvd.	Suite A	Fenton	MO	63026	Central	Kansas City	34,500
259	4621	AFO	Philadelphia, PA	1357 Franklin Mills Circle	-	Philadelphia	PA	19154	Northeast	Richmond	20,327
260	4650	AFO	Mesquite, TX	1418 N Town East Blvd	Ste 100	Mesquite	TX	75150	West	West Dallas	27,080
261	4657	AFO	Lafayette, LA	2001 NW Evangeline Thruway	-	Lafayette	LA	70501	Southeast	Montgomery	25,000
262	4666	AFO	Phoenix, AZ	16809 N 3rd St.	-	Phoenix	AZ	85022	West	Phoenix	23,500
263	4684	AFO	Modesto, CA	1800 N Prescot Rd	Suite J	Modesto	CA	95350	West	Seattle	21,250
264	4695	AFO	Knoxville, TN	9305 Kingston Pike Ste 110	-	Knoxville	TN	37922	Southeast	Nashville	30,971
265	4790	AFO	Portage, IN	6169 US Route 6	-	Portage	IN	46368	Central	Chicago	19,162
266	4794	AFO	Parma, OH	7490 Broadview Rd.	-	Parma	OH	44134	Northeast	Pama	24,724
267	4820	AFO	La Mesa, CA	8805 Murray Drive	-	La Mesa	CA	91941	West	San Diego	19,837
268	4823	AFO	Fall River, MA	135 Mariano S. Bishop Blvd.	-	Fall River	MA	02721	Northeast	Newington	38,190
269	4824	AFO	Boise, ID	8033 W. F. Franklin Road	-	Boise	ID	83709	West	Colorado	26,500
270	4952	AFO	Newark, DE	49 University Plaza	-	Newark	DE	19702	Northeast	Richmond	31,886
271	4958	AFO	Ontario, CA	2401 S. Vineyard Ave.	-	Ontario	CA	91761	West	San Diego	26,000
272	4962	AFO	Glendale, AZ	5734 W Peoria Ave	-	Glendale	AZ	85302	West	Phoenix	20,980
273	4989	AFO	Las Vegas, NV	4884 W Lone Mountain Rd	-	Las Vegas	NV	89130	West	Phoenix	57,000
274	4994	AFO	Richmond, VA	4100 Tomlyn St. - Suite A"	-	Richmond	VA	23230	Northeast	Richmond	41,963
275	5060	AFO	Reynoldsburg, OH	2865 Gender Rd	-	Reynoldsburg	OH	43068	Northeast	Delaware	33,016
276	5207	AFO	McHenry, IL	1750 Richmond Rd	-	McHenry	IL	60050	Central	Chicago	21,283
277	5230	AFO	Livonia, MI	12001 Sears Ave.	-	Livonia	MI	48150	Northeast	Lyonia	33,394
278	5233	AFO	Kettering, OH	2000 E Dorothy Ln	-	Kettering	OH	45420	Northeast	Cincinnati	23,000
279	5264	AFO	Hixson, TN	5450 Highway 153 Ste 100	-	Hixson	TN	37343	Southeast	Nashville	25,787
280	5282	AFO	West Covina, CA	728 South Orange	-	West Covina	CA	91790	West	San Diego	17,310
281	5292	AFO	Streamwood (Hanover Park), IL	1040 S Barrington Rd	-	Streamwood	IL	60107	Central	Chicago	21,656
282	5438	AFO	Broadview, IL	1000 Broadview Village Square	-	Broadview	IL	60153	Central	Chicago	23,282
283	5446	AFO	Homewood, IL	372 Palisades Blvd.	-	Birmingham	AL	35209	Central	Birmingham	20,674
284	5630	AFO	San Diego, CA	1210 W Morena Blvd.	-	San Diego	CA	92110	West	San Diego	28,022
285	5631	AFO	Santa Ana, CA	1450 S. Village Way	-	Santa Ana	CA	92705	West	San Diego	22,560
286	5632	AFO	Cerritos, CA	18714 Gridley Road	-	Cerritos	CA	90703	West	San Diego	22,122
287	6052	AFO	Tampa, FL	8245B North Florida Road	-	Tampa	FL	33604	Southeast	Tampa	22,008
288	7322	AFO	Fairview Heights, IL	55 Ludwig Drive (Space 55)	-	Fairview Heights	IL	62208	Central	Kansas City	31,310
289	7349	AFO	Gilbert, AZ	372 Palisades Blvd.	-	Gilbert	AZ	85234	West	Phoenix	19,329
290	7359	AFO	Oceanside, CA	1210 W Morena Blvd.	-	Oceanside	CA	92054	West	Phoenix	38,902
291	7450	AFO	North Olmsted, OH	1450 S. Village Way	-	North Olmsted	OH	44070	Northeast	Pama	27,030
292	7454	AFO	Springfield, PA	18714 Gridley Road	-	Pittsburgh	PA	15237	Northeast	Pittsburgh	15,389
293	7487	AFO	San Antonio, TX	8245B North Florida Road	-	San Antonio	TX	78238	West	Houston	38,000
294	7533	AFO	Greenville, SC	55 Ludwig Drive (Space 55)	-	Greenville	SC	29607	Southeast	N Charleston	28,860
295	7611	AFO	Taylor, MI	857 North Val Vista Drive	-	Taylor	MI	48180	Central	Charlote	24,424
296	7654	AFO	Charlotte, NC	2505-B Vista Way 1	-	Charlotte	NC	28273	Southeast	Charlotte	35,000
297	7693	AFO	Chesapeake, VA	26662 Brookpark Extension	-	Chesapeake	VA	23320	Northeast	Richmond	32,256
298	7601	AFO	Cincinnati, OH	2003 Cherry Drive	-	Cincinnati	OH	45251	Northeast	Cincinnati	25,000
299	7604	AFO	North Charleston, SC	6157 NW Loop 410	-	N. Charleston	SC	29848	Southeast	N Charleston	40,704
300	7611	AFO	Florence, KY	5111 Woodtuff Rd	-	Florence	KY	41042	Central	Florence	20,257
301	7631	AFO	Arlington, TX	9880 Telegraph Road	-	Arlington	TX	76016	West	West Dallas	25,200
302	7633	AFO	Torance, CA	9575 South Blvd	-	Derby	CT	06418	Northeast	Newington	25,000
303	7659	AFO	Spring, TX	2005 South Military Hwy	-	Torrance	CA	90503	West	San Diego	47,328
304	7818	AFO	Fort Worth, TX	10200 Colerain Ave Ste 11	-	Spring	TX	77373	West	West Dallas	25,484
305	7920	AFO	Houston, TX	5101 Ashley Phosphate	-	Fort Worth	TX	76116	West	Houston	30,577
306	8234	AFO	Houston, TX	51 Spurdr	-	Houston	TX	77023	West	Houston	25,328
307	8279	AFO	Speedway, IN	401 SOUTHWEST PLZ STE 105	-	Speedway	IN	46224	Central	Indianapolis	30,625
308	8286	AFO	Shrewsbury, MA	656 New Haven Ave Ste 1	-	Shrewsbury	MA	02872	Northeast	Newington	34,380
309	8346	AFO	San Leandro, CA	3610 Torrance Blvd	-	San Leandro	CA	94577	West	Seattle	34,458
310	8412	AFO	Nashville, TN	11111 San Jose Blvd Ste 1	-	Jacksonville	FL	32223	Southeast	Jacksonville	28,020
311	8487	AFO	Jacksonville, FL	642 Thompson Ln.	-	Nashville	TN	37204	Southeast	Nashville	60,395
312	8495	AFO	Medley, FL	8050 NW 77th Court	-	Medley	FL	33166	Southeast	Miami	37,000
313	9059	AFO	Fresno, CA	4150 Shaw Ave	-	Fresno	CA	93722	West	Seattle	34,380
314	9112	AFO	Shawnee, KS	6485 Quivira Rd	-	Shawnee	KS	66216	Central	Kansas City	25,867
315	9150	AFO	Corona, CA	1208 Magnolia Ave	-	Corona	CA	92881	West	San Diego	25,047
316	9229	AFO	Sacramento, CA	1200 Bumfield Dr	-	Sacramento	CA	95815	West	Seattle	43,043
317	9284	AFO	Austin, TX	13435 N HIGHWAY 183 STE 101	-	Austin	TX	78750	West	Houston	28,217
318	9411	AFO	Houston, TX	11687 Westheimer Rd	-	Houston	TX	77077	West	Houston	26,024
319	9486	AFO	Sparks, NV	350 Glendale Ave.	-	Sparks	NV	80431	West	Seattle	20,089

American Freight
Exhibit A

Store List

Count	Loc #	Concept/Banner	Name	Address	Address2	City	State	Zip	Territory	District	Gross Sq. Ft.
320	9603	AFO	Huber Heights, OH	8284 Troy Pike		- Huber Heights	OH	45424	Northeast	Cincinnati	28,018
321	9670	AFO	Naperville, IL	540 S. Hwy 59		- Naperville	IL	60540	Central	Chicago	33,260
322	9756	AFO	16040 S. Harlem Ave	16040 S. Harlem Ave		- Tinley Park	IL	60477	Central	Chicago	24,480
323	9796	AFO	108 N Greenville Ave	108 N Greenville Ave		- Allen	TX	75002	West	West Dallas	35,398
324	9849	AFO	1437 W. Sunset Rd.	1437 W. Sunset Rd.		- Henderson	NV	88014	West	Phoenix	17,500
325	9876	AFO	3529 Mailland Dr	3529 Mailland Dr		- Raleigh	NC	27610	Southeast	Raleigh	39,903
326	9881	AFO	3535 N Rock Road Site 100	3535 N Rock Road Site 100		- Wichita	KS	67226	West	Tulsa	39,902
327	9888	AFO	Clackamas, OR	10176 SE 82nd AVE		- Clackamas	OR	97086	West	Seattle	34,103
328	9897	AFO	San Antonio, TX	820 Rector Drive East	Suite 120	- San Antonio	TX	78239	West	Houston	26,298
329	9974	AFO	Concord, NC	545 Concord Pkwy		- Concord	NC	28027	Southeast	Charlotte	35,742
										Average Sq. Ft.	28,150
											329

EXHIBIT B

Expense Budget

American Freight
Exhibit B

Expense Budget

	1st Week	Each Subsequent Week
<u>Advertising</u>		
Digital & Media	108,070	108,070
Signs (2)	1,344,685	-
Sign Walkers	155,658	155,658
Subtotal Advertising	<u>1,608,413</u>	<u>263,728</u>
<u>Supervision</u>		
Fees / Wages / Expenses (3)	615,516	370,899
Subtotal Supervision	<u>615,516</u>	<u>370,899</u>
<u>Miscellaneous</u>		
Miscellaneous /Legal (4)	50,000	-
Subtotal Miscellaneous	<u>50,000</u>	<u>-</u>
Total Expenses	<u><u>2,273,929</u></u>	<u><u>634,627</u></u>

Notes:

1. This Expense Budget contemplates a sale term of November, 5, 2024 through December 31, 2024. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

EXHIBIT C

Distribution Centers

American Freight
Exhibit C

Distribution Centers

Count	Loc #	Concept/ Banner	Name	Address
1	4052	ORDC	New Castle, DE	700 CENTERPOINT BLVD, New Castle, DE
2	4612	ORDC	Livonia, MI	12001 SEARS AVE, Livonia, MI
3	5236	ORDC	Reno, NV	400-450 W PARR BLVD, Reno, NV
4	7820	ORDC	Kansas City, MO	3630 E FRONT ST, Kansas City, MO
5	9240	ORDC	Tucker, GA	2301-A MT INDUSTRIAL BLVD, Tucker, GA
6	9449	ORDC	Carrollton, TX	1215 MARSH LN STE #180, Carrollton, TX
7	9889	ORDC	Houston, TX	5901 GRIGGS RD STE A, Houston, TX